

The Government shall have the right, in connection with the maintenance of such part of the right-of-way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

MTA:

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
OPTION FOR ELECTRIC TRANSMISSION LINE
AND ACCESS ROAD EASEMENT

NC-187
NC-190
NC-191
TRACT NO. NC-192
NC-AR-101-1
NC-AR-101-2

The undersigned (hereinafter called "the undersigned," whether one or more than one),

Anaconda Aluminum Company,

for and in consideration of the payment of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, hereby grants to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the name of the United States of America (hereinafter called "the Government"), for the sum of ~~Seventy-two Thousand~~

Tract NC-187: One Hundred and no/100 ----- Dollars (\$ 17,100.00), a

perpetual easement and right of way 125 feet in width, as now surveyed and staked in, over, upon and across that certain tract of land located in the S $\frac{1}{2}$ SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 31 North, Range 20 West, Montana Principal Meridian, Flathead County, Montana, as described in the instrument of record in Volume 399, Page 310, Deed Records of said county;

Tract NC-190, NC-191 and NC-192: Also, a perpetual easement and right of way, variable in width, as now surveyed and staked in, over, upon and across that certain tract of land located and described on Schedule "A" attached hereto and by this reference made a part hereof,
County of Flathead, State of Montana ~~as described in the instrument of record in the~~

~~together with the present and future right to top, limb or fell all growing and dead trees and snags (said trees and snags hereinafter collectively called "danger trees") located on land owned by the undersigned, adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities hereinafter described; provided, however, it is understood and agreed that (1) compensation for trees or snags within strips of land~~

1/ (See reverse)

~~and contiguous to said right of way that (a) are danger trees at the date of exercise of this option (hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future danger trees"), is included in the purchase price herein agreed upon; and (2) the right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within a period of 3 years after all present danger trees have been cut from the strip adjacent to such additional danger trees, and the Government shall pay the person who is owner thereof at the date of their cutting (in addition to the purchase price herein agreed to) the market value of such additional danger trees prevailing at the date of their cutting under authority of the Government, such payment to be made within a reasonable period of time after they have been so cut.~~

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol one line (S) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

If the Administrator shall elect to exercise this option and unless otherwise specified herein, (1) title to all brush, timber, or structures existing upon the right of way at the date of exercise of this option and to all present danger trees, shall vest immediately in the Government at said date; (2) all future danger trees cut pursuant to the terms hereof shall remain the property of the owner thereof on the date of their cutting, and (3) title to any additional danger trees shall vest in the Government upon their being cut pursuant to the terms hereof.

Also, the undersigned hereby offer(s) to convey to the Government and its assigns a permanent easement and right of way for the construction, operation, and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills and turn-outs, and for curves at angle points) across the land of the undersigned.

The location of the centerline of the road right of way for which this easement is offered is as now located and staked on the ground or approximately located as delineated on the map prepared by the United States Department of the Interior, Bonneville Power Administration, Serial No. 138901 DTM-D, Road No. NC-AR-101-1 and NC-AR-

101-2, to which reference is hereto made.

The access road easement and right of way will be granted for the following purposes, namely: the right to enter and to clear of timber, endangering trees, and brush (title to which shall vest in the Government at the date of exercise of this option); to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over and across the land embraced within said right of way.

The undersigned will retain the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the Government, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the Government, its employees, contractors, agents or assigns, the Government or its assigns will, subject to the availability of appropriations, repair such damage.

It is further understood and agreed that the undersigned may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

It is understood and agreed that the purchase price named herein shall be accepted by the undersigned as full compensation for all damages incidental to the exercise of any of said easements and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the Government as provided hereinabove.

This option shall continue in force for a period of six (6) months from the date hereof, and at any time within said period the Administrator shall have the right to exercise said option by giving the undersigned written notice of his determination so to do, such notice to be delivered to the undersigned either in person or by United States mail to the address (or addresses) given above. At any time within said period or at any time after having exercised this option, the Administrator, his employees, contractors, agents or assigns, may enter upon the land of the undersigned for the purposes of exercising any of the rights above-described, it being understood that in the event any of such rights are exercised prior to written acceptance of this option the Administrator shall be deemed to have thereby finally exercised this option; PROVIDED, HOWEVER, that the Administrator, his employees, contractors, agents or assigns, may enter upon the land of the undersigned for the purpose of making surveys without being deemed to have exercised this option.

If the Administrator shall elect to exercise this option, he shall have a reasonable time to examine and approve title to the land affected and to prepare a conveyance of the easements and rights of way as herein provided for. The undersigned agrees that at such time as the Administrator may name thereafter, the undersigned shall execute and deliver to the Administrator a properly executed instrument of conveyance containing covenants of warranty whereby the above-described easements and rights of way are conveyed to the Government free from encumbrances, including current or past due taxes; provided that the Government shall pay the inspection and recording costs incidental to the release or subordination of mortgages or similar security in respect to the easement rights to be acquired, and shall pay the recording costs of the said instrument of conveyance; and the undersigned understands and hereby agrees that the purchase price above stated, less the cost of the internal revenue stamps, will be paid upon the delivery and recordation of such conveyance. The abstract or certificate of title required in this transaction will be furnished by the Government at its expense. THE CONSIDERATION NAMED HEREIN COVERS BOTH THE INTEREST OF THE OWNER AND THAT OF THE LESSEE, IF ANY.

This option shall be binding upon the undersigned, his heirs, successors and assigns and inures to the benefit of both the Government and its assigns and the easement rights may be exercised by the Government or its assigns through their respective employees, agents or contractors.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above-described easements in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned for said easements and the award to be made therefor in said proceedings shall be the amount of the purchase price herein agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easements and danger tree rights, if any.

Access roads NC-AR-101-1 and NC-AR-101-2 may be used for access to and from said transmission line and any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

1/ DANGER TREE STRIP(S):

<u>Width in Feet</u>	<u>Side of R/W</u>	<u>From</u>	<u>To</u>
13	Northerly	Opp. SS 5531+27	Opp. SS 5532+40
28	Northerly	Opp. SS 5532+40	Opp. SS 5537+00
18	Northerly	Opp. SS 5546+75	East line, Sec. 33, T 31 N, R 20 W, MPM
28	Southerly	Opp. SS 5531+45	Opp. SS 5536+15
18	Southerly	Opp. SS 5536+15	Opp. SS 5537+00
18	Southerly	Opp. SS 5547+40	East line, Sec. 33, T 31 N, R 20 W, MPM

This option also is subject to the conditions listed on Schedule "B" attached hereto.

No verbal agreements, express or implied, not specifically made a part of this option shall be binding upon either party.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing business. For breach of violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless made with a corporation for its general benefit.

Dated this 27th day of January, 1967.

~~WITNESSES~~

ATTEST:

[Signature]

ANACONDA ALUMINUM COMPANY

BY: James F. Smith
Vice Pres

PAYMENT APPROVED: \$ _____

APPROVED AS TO FORM

BY: Secy Ltr of C. D. Hansen 1-5-67